

1 **IN THE UNITED STATES DISTRICT COURT**
2 **FOR THE SOUTHERN DISTRICT OF TEXAS**
 HOUSTON DIVISION

3 W&T OFFSHORE, INC.)

NO. 4:22-CV-03149

4 VS.)

Houston, Texas

5) 4:05 p.m.

6 ALL ABOUT IT, INC. AND)
7 SECURE CLOUD, LLC)

September 16, 2022

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9 *****

10 **HEARING**

11 **BEFORE THE HONORABLE LYNN N. HUGHES**

12 **UNITED STATES DISTRICT JUDGE**

13 **VOLUME 1 OF 1**

14 *****

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1 P R O C E E D I N G S

2 THE COURT: Please be seated. All right.

3 Would somebody explain the decision other than this?

4 MR. GIBSON: I -- may I give that a shot, Your

04:05:22 5 Honor? I'm not sure if I can answer all of your questions,
6 but I'll try.

7 THE COURT: I haven't read it at all, other

8 than what I heard you all talk about so --

9 MR. GIBSON: What you have -- what was e-mailed

04:05:36 10 to the Court, as far as I understand it, we were just
11 copied on it, and I was trying to read it on my phone, is a
12 more formalized version of the terms and conditions that we
13 read into the record yesterday before we left.

14 Unfortunately, the parties are still at

04:05:53 15 the same impasse where we believe that their number is too
16 low. They believe that our number is too high. Their
17 number is \$13,000 per day; ours is \$25,000 per day. And
18 what we had -- our agreement appears to be today the same
19 as it was yesterday, effectively, which is we believe that
04:06:15 20 the Court can select their number, can select our number,
21 or could pick a number in-between. But, unfortunately,
22 we're unable to bridge that gap ourselves, and we tried.
23 We pushed into it.

24 MR. HITTNER: We have reached agreement on

04:06:29 25 everything else.

1 MR. GIBSON: We have reached agreement on
2 everything else, and the parties have agreed that they will
3 empower the Court to make that selection for this contract.

4 Now, if the Court is uncomfortable with
04:06:40 5 that, there is an alternative tier.

6 THE COURT: No. It's my problem. We don't
7 normally shuffle each other stuff, so I am pleased to do
8 it. Obviously, I always wish people would solve their own
9 problems, but then I would have to learn to play golf. So
04:07:06 10 does each side want to make a presentation?

11 MR. GIBSON: I believe so. I think we were
12 just -- I mean, very briefly I think we would just present
13 our side, so you can understand the position that we're
14 taking and why.

04:07:20 15 THE COURT: I have the agreed document?

16 MR. GIBSON: Yes. So the original contract
17 that we have been performing for some time, the number that
18 W&T keeps referencing, the 300,000, that is to maintain a
19 stable network. Meaning those computers are out there; the
04:07:37 20 settings are installed; the computers are running. We just
21 need to react when things break.

22 What they're asking for us to do now is
23 fundamentally different. They want us to be their -- as
24 they said earlier today, their 24/7 service providers who
04:07:53 25 will be to perform all these services wherever they will

1 break out, while they are unplugging computers and plugging
2 them back in. And these are platforms out in the ocean, so
3 when we lose connectivity, it's an emergency.

4 So it is not a contract we're willing to
04:08:06 5 perform at the original just listening, you know, just
6 watching the phone and answering it when it rings kind of
7 rate. So we have -- and they're asking us effectively to
8 transition all of our services over to them, and we have
9 agreed to do it, and they will need our help for this. But
04:08:22 10 it does require our people travelling to over 100 platforms
11 out into the Gulf. We have got to identify all kinds of
12 different configurations.

13 It is going to be a lot of work. And all
14 we're saying is we're not willing to do that monumental
04:08:36 15 level of work for the original price you have been paying
16 for a much-lower-intensity contract. The original
17 contract, as I mentioned several times, was about \$300,000
18 a month. That comes out to about \$10,000 a day.

19 So we believe that their number, \$13,000,
04:08:52 20 is -- does not include a sufficient premium for the
21 additional work that will be required to perform all this
22 -- all these steps. We believe \$25,000 is the more correct
23 number considering all of the work, and the attentiveness,
24 and the lack of -- we will have no idea where the outages
04:09:11 25 are going to be coming from because they are going to be

1 out there with their team shutting things down and trying
2 to move the data over. It is going to be a very stressful
3 time for us, and we want to make sure that we are
4 compensated for that role that we will be performing.

04:09:23

5 Originally, we had offered \$250 per day
6 per platform. That comes out to about \$37,000 -- \$37,500
7 per day. So when we brought the price down to \$25,000, we
8 believe we are offering a substantial discount over that
9 original offer, which I believe was fair, \$250 for offshore
10 platform.

04:09:43

11 So, I believe, \$25,000 is fair. I think
12 it's -- I think it properly compensates W&T for the work
13 that they will have to do, and it's a substantial amount of
14 work we are being asked to do under the terms of that
15 agreement. Thank you, Your Honor.

04:09:57

16 MR. HITTNER: Thank you, Your Honor. I do -- I
17 do believe that the parties have made a lot of progress,
18 and before we walked into the courtroom, both sides were
19 willing to let Judge Costa, or Judge Halbach, whoever ended
20 up being the adjudicator, determine what that daily rate
21 was going to be. But when we walked in, we said, We're
22 happy to have the Judge do it as well.

04:10:15

23 To be clear, the numbers of -- we're
24 paying \$10,000 on average a day. To be clear, the 13 and
25 the 25 that counsel is referencing was where we ended up

04:10:34

1 yesterday from our negotiations. It's my understanding
2 that their last offer was \$20,000 a day. But be that as it
3 may, the services are currently being provided at \$10,000 a
4 day. Those services will decline over time, and decline
04:11:00 5 relatively quickly depending on how cooperative they are.

6 So we don't want to create an incentive at
7 some high rate for this thing to be delayed. We have set
8 up every contingency we can possibly think of to adjudicate
9 problems along the way with Judge Costa or Judge Halbach,
04:11:18 10 as the adjudicator, and we have also asked that this Court
11 retain jurisdiction until the time expires.

12 So, again, we are here because we need our
13 data. We need our platforms to be seamlessly transitioned;
14 but as soon as those transitions happen, you know, we're
04:11:41 15 done. They are done. And we built that into the
16 agreement. So we think a two-and-a-half times premium, a
17 250 percent premium, on these services is way out of whack
18 with where we need to be just to transition services.

19 They have made a lot of money. We're
04:13:05 20 happy to pay a premium to make sure that this is seamlessly
21 done, but, again, we think \$13,000 compared to the \$10,000
22 we're paying per day is -- that's already a 30 percent
23 increase over what they're getting, and what they're asking
24 for is 250 percent.

04:12:22 25 Again, we're here because they cut off all

1 of our access, and we don't believe were dealing in good
2 faith. We're beyond that. We have agreed on all terms
3 except for this one. Thank you, Your Honor.

4 THE COURT: And either side can choose who
04:12:42 5 wants to answer questions. And so is it all right if I ask
6 some questions?

7 MR. GIBSON: Yes. Of course, Your Honor.

8 THE COURT: I think if you had -- excuse me,
9 I'll speak up. Anybody got a cup of coffee? No, it's all
04:13:34 10 water. Somebody is going to say, So is the coffee.

11 THE LAW CLERK: Would you like some coffee,
12 Judge?

13 THE COURT: No, that's okay. It's too late.

14 These are hypothetical numbers that I just
04:13:53 15 wrote trying to get the concept correct, and if you -- at
16 the beginning they're apt to fly around more than they are
17 at the end.

18 MR. GIBSON: Well, that depends entirely on how
19 successful --

04:14:15 20 THE COURT: Pardon?

21 MR. GIBSON: That depends entirely on how
22 successful the transition is. The problem we have is there
23 is no -- and I think I understand the point the Court is
24 making, is --

04:14:24 25 THE COURT: The point is easy. Arithmetically

1 there are going to be fewer platforms every day.

2 MR. GIBSON: Well, their agreement requires us
3 to maintain all their platforms until the end of the
4 agreement, until the end of the --

04:14:38 5 THE COURT: But there are fewer to look at
6 again, you know, you have done them.

7 MR. GIBSON: The way we addressed that, Your
8 Honor --

9 THE COURT: Pardon?

04:14:49 10 MR. GIBSON: The way we addressed that, Your
11 Honor, is that they have the ability to terminate the
12 agreement at any point. So when they get to the point that
13 they feel like they don't need our services anymore, or the
14 services level has dropped below the point that they
04:15:01 15 shouldn't be paying the rate that they believe they are
16 paying us, they can terminate.

17 THE COURT: Their next field may be enormously
18 productive, in which case it may -- just working on it, it
19 has -- well, first, you have got to set it up; and second,
04:15:21 20 it may have more trouble or more oil. So my idea was that
21 to get out there, identify the one. And once you undo it,
22 there's still a lot left. But it would make sense maybe to
23 say, \$20 from inception of repossession, or whatever you're
24 calling it, until it's complete, and that would give them
04:16:09 25 an incentive to do a whole bunch of good wells in a hurry,

1 and they get \$20,000 to work on it. And I might have that
2 dropping down to 15. And the -- the idea is there that
3 these are all connected, and you can't be sure you won't
4 have to go back to some platform that you thought you were
04:16:43 5 finished with.

6 MR. GIBSON: So let me see if I -- just to make
7 sure I understand --

8 THE COURT: Sure.

9 MR. GIBSON: -- that we have --

04:16:50 10 THE COURT: I am thinking out loud.

11 MR. GIBSON: No. I think those -- that's
12 helpful and it actually fits fairly well in the structure
13 that we have in that agreement. The first 60 days are --
14 everybody understands those are going to be the hardest 60
04:17:02 15 days. There is going to be a lot of things happening, a
16 lot of transitions.

17 So is the Court saying we would do 20,000
18 per day for the day rate for the first 60 days, but then
19 the final 60 days, because it's 120-day agreement, would be
04:17:14 20 at 15,000, and that's the time frame where they can cancel
21 within seven days notice under our agreement? So if they
22 wanted -- if they still want those services, it will be
23 15,000 a day for the final 60 days.

24 THE COURT: And could you recommend a number
04:17:35 25 that would do what I was doing inartfully?

1 MR. GIBSON: I think --

2 THE COURT: Twenty would cover the first sixty
3 days, and 15 the last.

4 MR. GIBSON: So, yes, it would be \$20,000 per
04:17:50 5 day for the first 60 days, followed by \$15,000 per day for
6 the -- for the final 60 days, during -- that's the period
7 where they have the ability to cancel if they no longer
8 need our services. I think that's -- is that -- okay. We
9 can do it for that, Your Honor.

04:18:10 10 MR. HITTNER: Your Honor, we believe those
11 numbers are still tremendously high. We believe those
12 numbers are still tremendously high. And we also
13 propose -- the agreement has 30, 30 and then terminating on
14 any seven-day notice. So we would propose any kind of
04:18:31 15 decrease in the number be in the first 30 days, then the
16 lower number the second 30 days, and then a lower number to
17 cover any of the days that follow after that with the
18 understanding that most of the heavy lifting will be done
19 by our representatives. I mean, I am happy to put -- yes,
04:18:54 20 sir.

21 THE COURT: You have -- you have some problems;
22 he has some problems.

23 MR. HITTNER: Your Honor, if I may, if we could
24 propose -- if we could -- if we could propose sixteen five
04:19:12 25 for the first 30 days, and then thirteen five for the next

1 30 days, and then anything after that could be at the
2 current rate because our incentive is to hurry up and get
3 this done. We have every incentive to hurry up and get it
4 done. Under the numbers that they're proposing, they have
5 every incentive to drag it out.

04:19:36

6 THE COURT: So you see that there are phases?

7 MR. HITTNER: Yes, sir. 30, 30, and then
8 everything that follows after that.

9 MR. GIBSON: I guess I should probably --

04:19:53

10 THE COURT: I don't much like it either, but --

11 MR. GIBSON: Well, I guess just briefly
12 responding to that, I don't believe there are three phases.
13 The first phase is data transition. It's moving the heavy
14 servers, the actual servers, unplugging all the wires, and
15 moving them to a new center. So that -- that's -- and then
16 when you do that process, and we have -- we have asked for
17 a timeline of when they thought they could do it and they
18 are unable to give us one because they need to get in and
19 inventory all this. So it is our understanding that is
20 probably going to be the work for the first 60 days.

04:20:20

21 THE COURT: Thump your microphone.

22 MR. GIBSON: Is that a little better?

23 THE COURT: Much better.

24 MR. GIBSON: So what I was saying is, we have

04:20:34

25 been asking them if they were able to give us a time frame

1 of when those server transfers would occur, and right now
2 they're unable to do that. One of the things in our
3 agreement is to come up with a date of transition plan to
4 be able to move those servers from one location to another.

04:20:50 5 That's -- we have been assuming that is going to be a
6 60-day process.

7 So I think there's an elegance to the
8 Court's original solution where you have a rate, and I
9 think 20,000 -- I think it's a little low from our

04:21:02 10 perspective, where we came from, but nobody wins in a
11 situation like this. So 20,000 is certainly enough that we
12 can pay our bills and we can do the work that we need to do
13 to support this ongoing process during this transition.

14 And then the -- the real time frame -- I

04:21:18 15 am not even 100-percent sure that we won't be moving
16 servers on day 61, or 62, or 63. So that is sort of an
17 assumption, and I understand that. But most likely those
18 transitions will occur by that day. I will concede that.

19 So, I think moving it down to 15,000, we

04:21:35 20 shouldn't need as much personnel to support that second
21 part of the contract, so I think that has some
22 justification. But I wouldn't want to break it up any more
23 than that. I think if they don't want to do this deal,

24 then they just terminate us. They are the ones that are
04:21:47 25 asking us to do this job. And so I think that's a fair

1 resolution, especially because on that second half, if they
2 don't want to continue, they have seven days notice and
3 they are out.

4 MR. HITTNER: Your Honor, the entire reason
04:21:58 5 we're here is because we can't just terminate them. We
6 have to have a seamless transition. So we're also --
7 again, if the Court would prefer, we're happy to leave this
8 with the arbiter, but whatever you prefer.

9 But if I may, we are still very far apart
04:22:24 10 on the numbers, and his example of a higher rate at the
11 beginning, and then work following on after that, if that
12 happens to be the case, they have still been front-loaded
13 paid for the real heavy work on this stair step down.

14 THE COURT: But getting paid to build the house
04:22:44 15 doesn't mean, well, you're also covered for tearing it
16 down.

17 MR. HITTNER: And we understand there is going
18 to be a premium. But, again, we believe most of the heavy
19 lifting is going to be on our team. They just need to keep
04:22:57 20 the systems up and running, and do a little bit extra work.
21 We are willing to take on a lot of this work, and that's
22 covered in the agreement. But the idea that we can just
23 terminate them is the entire reason we're here.

24 But, again, I think, 30 days followed by a
04:23:16 25 step down in the next 30 days, followed by the daily rate

1 after that. I understand you don't agree with that but --

2 THE COURT: Okay. Wait a minute.

3 MR. HITTNER: -- we paid for that work.

4 THE COURT: Tell me what the offer is.

04:23:31 5 MR. HITTNER: Your Honor, our position is for
6 the first 30 days, sixteen five; for the second 30 days,
7 thirteen five; and for every seven-day period after that,
8 the current daily rate of \$10,000.

9 MR. GIBSON: I guess the only thing that --
04:24:01 10 well, I mean, there's a lot of concerns about that because
11 that's effectively the same contract we have now. I think
12 your -- your metaphor was good, that there's one price to
13 build the house. There is another to come in and watch it
14 overnight. And that's -- what they are trying to do is
04:24:18 15 apply the watch-it-over-night contract to the building, to
16 the tear it down, as you say. So I don't really think --
17 and what I --

18 THE COURT: But why isn't that their problem?

19 MR. GIBSON: Because they want us to be there
04:24:30 20 to fix everything that they break along the way, and
21 it's -- and it's in a platform, in a real operation
22 environment. While they do the transition, we're going to
23 be their support team responding to any emergency wherever
24 they may happen.

04:24:43 25 One thing I would also like to add, I

1 think when we submitted -- it's certainly on the record
2 yesterday -- the agreement was we will submit our price,
3 their price, and any price -- and then the Court can pick
4 either one of those, or the one in-between, but now they're
04:24:56 5 asking the Court to order less, which is 10,000. I think
6 that is not our agreement that we have. And so --

7 But that aside, the big problem I have
8 with that is I -- I think the incentive is correct. If
9 they think the contract is too rich, then they can
04:25:11 10 terminate it. That's what we put in our agreement. And
11 that way we're not being forced to work for a contract that
12 we think is underpaying us for the work that they are going
13 to cause us in the Gulf.

14 And so I think it should be 25,000 for
04:25:25 15 each day of the -- of the 120 days; but at a minimum, I
16 understand that -- the Court's position to say, what if we
17 broke it down to 20,000 on the front end and 15 on the
18 back? I think that's in the range that the parties agreed
19 to submit.

04:25:40 20 THE COURT: All right. You're saying that
21 regardless of how you calculate the beginning cost and the
22 end cost that -- what is the largest number that you all
23 can live with?

24 MR. GIBSON: The largest number that we could
04:26:13 25 live with? I would say -- I mean, 25,000, we think, is the

1 right number. That's the number where -- where especially
2 that first -- when you are talking about that first month.
3 I mean, they're literally going to go in and start
4 unplugging servers, and they are going to want our help
04:26:30 5 bringing them back up and moving data. That's going to be
6 full on.

7 So the 25,000, I think, is the right
8 number, I really think for the first 60 days, but I
9 understand if the Court would want to tier that down for
04:26:41 10 the third or fourth month. But that's what -- so 25,000,
11 that number, when I put it out there, is sort of our
12 worst-case scenario. That's where if what's happening out
13 there that we anticipate happening out there occurs, we
14 have enough staff, we have enough people, we can respond to
04:26:57 15 that. We can pay our employees and contractors, because we
16 can't hire employees to do this, because it's only a
17 four-month contract, right? We are going to need
18 contractors out there.

19 So we are going to be paying into this
04:27:09 20 environment and things have gotten very expensive in the
21 oil field with inflation and all these different costs.
22 So, I guess when I say 25, the reason I say that, Judge, is
23 just because I don't want to be shortchanged. I don't want
24 to get out there and do all this emergency work and find
04:27:24 25 out we're not making enough and losing money. But I don't

1 think that risk is -- honestly, I don't think the 20,000 --
2 I think we are going to be able to make money on 20,000 as
3 well. And I think we can start to taper off for months
4 three and four, hopefully, if their transition team is
5 doing their job.

04:27:37

6 So I think that's a reasonable risk, the
7 20 and 15, but I still -- I still would push to the Court I
8 think 25 is the right number, just for all the
9 contingencies because, as you know, Judge, nothing in the
10 oil field ever goes the way you think it is going to go.
11 And when you start adding water --

04:27:51

12 THE COURT: It does if I invest in it.

13 (Laughter.)

14 MR. GIBSON: You start adding water and boats,
15 you know, then, who knows what is going to happen. So I
16 just want to make sure that this is a fair contract if
17 we're being forced -- not really forced. I know we're
18 negotiating and we have reached this agreement, but this is
19 going to be a high-intensity contract.

04:28:03

20 MR. HITTNER: Your Honor --

04:28:17

21 THE COURT: Yes, sir.

22 MR. HITTNER: -- the last stage of our
23 discussions today was a, This is the best we can do, from
24 my client to them. I am happy to provide that number to
25 you, with the understanding that it was a complete blended

04:28:34

1 rate for every single day of this contract, and that number
2 was \$15,000. And we could not -- I would -- I would
3 imagine we were very close, but we could not get over the
4 hump by the time time expired.

04:28:57 5 So there was no staggering down. There
6 was nothing. We said take it or leave it. We are running
7 out of time. \$15,000. They had appeared to have
8 originally taken it and then they said that there was some
9 confusion.

04:29:11 10 MR. GIBSON: Whoa, that's --

11 MR. HITTNER: I am -- there was some confusion,
12 and we ran out of time, so we submitted to the Court where
13 we were. We are willing to pay that amount every single
14 day of the contract period.

04:29:30 15 THE COURT: All right. And is that in this
16 agreed order?

17 MR. HITTNER: No, sir. They did not accept
18 that number.

19 THE COURT: I know but I just want to have the
04:29:43 20 number right.

21 MR. HITTNER: It's 15 -- what we offered was
22 15,000 a day, and that's where we ran out of time, and
23 there was some confusion about whether or not it was
24 accepted. We said, Okay. Let's submit it to the Court,
04:29:58 25 and we will ask the Court to decide, or the arbiter.

1 THE COURT: Stick this to a piece of paper, and
2 then photocopy it five times. One for me and two for each
3 lead people.

4 I have overnight, but I was hoping you
04:32:01 5 wouldn't do it, I tried to think through some alternatives.
6 What about a contingent it costs too much at the beginning?
7 Because you'll know in seven days, right?

8 MR. GIBSON: I think we talked about that. So,
9 our negotiations really kind of leveled into that point
04:32:24 10 because what we would need to answer your question is more
11 information about their transition plan. And every --
12 they -- and I think their position is they need some
13 information from us to be able to put that transition plan
14 together. And so that's why we -- because we looked at it.
04:32:42 15 I think we even talked about what if there was a success
16 fee, if you got them transitioned 30 days, you know,
17 instead of 60 or 120, something that I had heard come up
18 once or twice.

19 So we went round and round thinking
04:32:55 20 through, and I have nothing but good things to say about
21 all the counsel that we have been working with because we
22 all thought outside the box. The problem was with these
23 many uncertainties, the parties have to just assume the
24 worst, and the only way to do it was through a day rate
04:33:12 25 that we could negotiate.

1 THE COURT: That is why I sloped the line,
2 was --

3 MR. GIBSON: Okay. So I read this, Your Honor,
4 to say 18,000 for the first 60 days of the parties agreed
04:33:32 5 orders -- 18,000 per day for the first 60 days followed by
6 15,000 per day for the second 60-day period?

7 THE COURT: Fifteen for the first 60. I mean,
8 18 for the first 60, 15 for the second 60.

9 MR. GIBSON: Understood. Thank you, Your
04:33:51 10 Honor.

11 THE COURT: Now, that's my suggestion without
12 the slope. I mean, there is -- you can make a slope out of
13 it, but --

14 MR. GIBSON: We have already tendered the
04:34:07 15 order. I imagine -- the interlineation, I am happy to look
16 it over, but with that inclusion of language that the
17 parties have requested the Court to make, I think we are
18 okay with the order being entered. As a matter of fact, we
19 are okay with the Court entering that order.

04:34:21 20 MR. HITTNER: Your Honor, it doesn't feel good,
21 but I will accept your order and go forward.

22 THE COURT: So do you want it to slant inside
23 the weeks, or just do it week by week, since everything
24 else --

04:34:37 25 MR. GIBSON: The agreement has the timing in

1 there. It is all set up. All we needed is the day rate
2 number to be plugged in.

3 MR. HITTNER: Your Honor, if I may, and this is
4 just for your consideration. If we could agree to 18 for
04:34:49 5 the first 30 days, 15 for the next 30 days, and 13 for the
6 last 60, would that be possible?

7 THE COURT: I would rather you have a
8 contingency clause that if you're not finished by then
9 because of unavoidable circumstances, then it will be
04:35:21 10 twelve five.

11 MR. GIBSON: After the 120-day period?

12 THE COURT: Yes, sir. And you are just going
13 to have to work out -- I mean, that is a base rate. If you
14 can work it out otherwise...

04:35:48 15 MR. GIBSON: Thank you, Your Honor.

16 THE COURT: Have you written what it ought to
17 say?

18 MR. GIBSON: Yes. So we have submitted the
19 order. It is item 3 of the order, is the one section that
04:35:59 20 needed the input from the Court, and today's order should
21 fill in that needed detail, then at that point we have a
22 complete agreement.

23 THE COURT: All right. But you want it to be
24 typed into this, the agreed order?

04:36:19 25 MR. GIBSON: That doesn't look like the agreed

1 order.

2 THE COURT: Better look at that one.

3 MR. GIBSON: May I approach?

4 THE COURT: Yes, sir. Of course.

04:36:35 5 MR. GIBSON: I'm sorry. My eyes aren't as good
6 as they used to be. This is the agreed engagement letter.

7 MR. ELLIS: May I look at it as well?

8 THE COURT: Certainly.

9 MR. HITTNER: Your Honor, may I ask one more
04:37:02 10 question?

11 THE COURT: Wait until they finish translating.

12 MR. HITTNER: Your Honor, I will ask one more
13 consideration, then I won't press my luck any more. Would
14 it be possible to do 18 for the first 30 days, and then
04:37:37 15 15 -- 15 for any day thereafter, period?

16 MR. GIBSON: I think that the 60 days is
17 correct. Because we're -- if -- I -- we are going to be
18 moving servers. We are going to be doing that heavy
19 lifting on the first 60 days. So the Court's order has hit
04:37:59 20 it perfectly, I think. And I know no one likes it. We
21 would like more and they would like less.

22 THE COURT: I like the one we came up for --
23 with for addressing everybody. And it is entirely within
24 both parties' hands to adjust how fast this one is done,
04:38:32 25 and that -- and cooperate with each other so you know where

1 the booby traps are. The more of that that goes on, I
2 think y'all are man enough to lower the charge when some --
3 there's something --

4 MR. GIBSON: I think -- I think the parties
04:38:56 5 just need to get to the problem.

6 THE COURT: I can't put that in the order
7 because that order to do right worked yesterday.

8 MR. GIBSON: Uh-huh.

9 THE COURT: Remember, didn't we start this all
04:39:10 10 over a deposition? They're dangerous things. And there
11 may be extraordinary costs that they decide they would like
12 to renegotiate a few things, and that's up to you.

13 MR. GIBSON: Thank you, Your Honor.

14 THE COURT: Being trial lawyers, I assume you
04:39:44 15 have no plans for the weekend.

16 MR. GIBSON: You know, we were just talking
17 about that while we were in the room yesterday. My wife
18 was calling, she said, you know, you're supposed to be here
19 in 15 minutes, you know, we are meeting the teacher. And I
04:39:58 20 said, I'm on the record, Honey.

21 May we go off the record?

22 THE COURT: Sure.

23 (Discussion off the record.)

24 MR. GIBSON: May I approach to see the order?

04:41:56 25 THE COURT: Sure. So do we have a text

1 somewhere I have -- did we put the numbers in the blank?

2 MR. GIBSON: Your clerk has a copy of our order
3 and we have looked it over with the additional language.
4 It looks good.

04:46:39 5 THE COURT: All right. So we're going to type
6 in the blanks and then make a lot of copies.

7 MR. GIBSON: Yes, that would be great.

8 (Proceedings recessed from 4:46 to 4:53.)

9 THE COURT: May I interrupt you a moment. I
04:53:31 10 haven't seen what it says, but this case is still open.

11 MR. GIBSON: The case is still open. We have a
12 release at the end. So when the disagreement is over, we
13 have a mutual release in the agreement; so we will dismiss
14 the case at the end of the contract.

04:53:45 15 THE COURT: So you want me to just leave it
16 open now?

17 MR. GIBSON: Yes, sir.

18 THE COURT: That's fine.

19 MR. GIBSON: It will be necessary because there
04:53:51 20 are some provisions that the Court maintains jurisdiction
21 to make sure this agreement is enforced. So, hopefully, we
22 never have to come back here; but if we do, we have a place
23 to go.

24 (Discussion off the record.)

04:58:13 25 THE COURT: All right. It will be entered

1 before you find the buttons that work.

2 MR. GIBSON: Thank you very much, Your Honor.

3 May we be excused?

4 MR. HITTNER: Thank you.

04:58:28

5 THE COURT: Yes. And thank you, all of you.

6 It takes internal discussion as well as external discussion

7 to make these things work. So I hope you never need me

8 again, but I'll be happy to see you.

9 MR. HITTNER: Thank you, Judge.

10 (Concluded at 4:58 p.m.)

11 COURT REPORTER'S CERTIFICATE

12

13 I, Kathleen K. Miller, certify that the foregoing is a
14 correct transcript from the record of proceedings in the
15 above-entitled matter.

16

17 DATE: Sept. 19, 2022 /s/ Kathleen K. Miller

18 Kathleen K. Miller, RPR, RMR, CRR

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